

HEADQUARTERS, AERONAUTICAL SYSTEMS CENTER
BLANKET PURCHASE AGREEMENT (BPA)
ADVISORY AND ASSISTANCE SERVICES PROGRAM

Pursuant to the General Services Administration (GSA) Federal Supply Schedules (FSS) 871 Professional Engineering Services, (hereinafter referred to as the FSS contract), a Blanket Purchase Agreement (BPA) is hereby established between XXXXX and the Aeronautical Systems Center (ASC) under the terms and conditions of GSA Contract Number GS-XXX-XXXXX and this BPA Number FA8622-04-A-XXXX:

ADMINISTRATIVE DATA

Primary Point of Contact:

(Provide complete name, title,
corporate address, electronic mail
address and phone number)

(e-mail address)

Alternate Point of Contact:

Title

Company

Street Address

City, State Zip Cope + 4

(Area Code) phone # Ext. ???

(e-mail address)

Are you a Small Business under NAIC Code 541710, Commercial Physical and Biological Research, Size 1500 (FAR PART 19.102) under Federal Supply Schedule 871?

YES _____ NO _____

Are you an 8(a) contractor at the time of BPA proposal submission? YES _____ NO _____

Are you a Woman-Owned Business? YES _____ NO _____

CAGE CODE: 3X522 (Arlington); OKJH3 (Dayton)

DUNS NUMBER: 123456789

TIN: 00-1234567

Cognizant Defense Contract Management Command (DCMC) (Include complete address):

DCMC XXXXXXXXXXXX---Manassas

Street Address; Suite XXX

City, State Zip Cope + 4

Cognizant Defense Financial Accounting Services (DFAS) Office (Include complete address):

DFAS XXXXXXXXXXXX

Street Address

City, State Zip Cope + 4

Offer:

Acceptance:

Signature
Full Name
Title

Date

Signature

Date

(A) AUTHORITY:

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number GS-23F-0131K and FAR 8.404(b)(4).

(B) DESCRIPTION OF THE REQUIREMENT:

The BPA holder (hereinafter referred to as the contractor) shall provide a wide range of diverse engineering, manufacturing, configuration/data management, administrative support, security management, acquisition management, test and evaluation, litigation support, government property management, acquisition logistics and financial management support. This BPA is for support to Aeronautical Systems Center (ASC), including geographically separated units and operating locations. A complete listing of the operating locations covered under this BPA can be found under Attachment 1.

(C) STATEMENT OF WORK:

The scope of the work to be acquired for this BPA is set forth in SOW dated 26 Apr 00 entitled, Aeronautical Systems Center (ASC) Advisory and Assistance Services (A&AS) (Attachment 2). The A&AS Statement of Objectives is contractually incorporated as Attachment 2A.

(D) DATA REQUIREMENTS:

The scope of the data requirements to be acquired under this BPA are set forth in Contract Data Requirements List (CDRL) dated 11 Apr 00 (Attachment 3). The contractor shall provide data IAW CDRLs, designated Exhibit A and Exhibit B. CDRLs will be provided with individual task orders. Exhibit A delineates mandatory data requirements to be implemented on all task orders. Exhibit B is optional data requirements and will be identified on individual task orders (if required).

(E) SECURITY REQUIREMENTS:

The security requirements for this BPA are set forth in the Contract Security Specification Classification (DD Form 254) dated 14 Apr 00 (Attachment 4).

(F) ORDERS:

1. The Government will issue the request for task order estimates (RFTOE) to the contractor. At least one 8(a) prime contractor will receive an RFTOE on all new competitive tasks. The RFTOE will include a Statement of Work (SOW), CDRLs, DD 254 (if applicable) and notes to the buyer identifying the A&AS support needed by the Government. The contractor's proposal shall be furnished to the Ordering Agency Procuring Contracting Officer (OAPCO) within five (5) working days from the date of the RFTOE. Each proposal shall, on its face, identify the FSS contract number, the SOW title and date, and the BPA number.
2. Each task order proposal shall include a brief description of
 - a. How the Contractor proposed to accomplish the effort, including a description of the performing team members.
 - b. Order estimate by CLIN, including the mix of labor categories, hours, and rates at or below those contained in Attachment 5B.
 - c. Availability and capability of personnel that would perform under the task order to include resumes unless waived by OAPCO. (Two copies of resumes, one with names removed.)
 - d. Any additional input as required by the RFTOE.
3. Upon receipt of any task order issued hereunder by the OAPCO, the Contractor, pursuant to such order, shall furnish to the Government services, materials, and data requested at or below the prices set

forth in this BPA. Task orders under this BPA shall be issued at the sole option of the Government. Only the OAPCO may issue orders under this BPA.

4. It is anticipated that all task orders issued under this BPA shall be accomplished on a time and material basis. CLIN prices and a ceiling price shall be established for each task order. The contractor shall not exceed the ceiling price. The OAPCO shall require valid and sufficient reasons for any change in the CLIN or ceiling prices. Any changes to the ceiling price will be issued in writing, will set forth any additional obligation incurred by the Government, and shall be signed by the OAPCO in advance of the Contractor exceeding the ceiling price. Tasks orders may also be written on a Firm Fixed Price basis, depending on the nature of the task order requirement.

5. Task orders for services and data shall be issued by the OAPCO in writing, dated and numbered. They shall set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Amendments to task orders may be issued by the OAPCO by written modification thereto. Each task order will allot specific amounts for each CLIN. All Data Requirement's shall be "not separately priced (NSP)."

6. Upon completion of a task order, any and all excess funds may be removed by the OAPCO or the ACO by unilateral modification to the respective task order.

7. The Government reserves the right to not award a task order after requesting a task order estimate. Bid and proposal costs shall not be a direct charge to this or any other Government contract.

8. The contractor shall submit the technical and cost proposals via electronic means. The media shall be compatible with the Microsoft Office 97 suite.

(G) LABOR CATEGORIES AND ACCOMPANYING RATES:

1. Attachments 5A and 5B contain a listing of all services that may be ordered under this BPA, including labor category descriptions and accompanying labor rates, based on GSA schedules. Attachment 5B contains pricing for the prime contractor and subcontractors. A significant subcontractor or significant team member is a subcontractor in a prime/subcontractor team arrangement as defined in FAR 9.601 (b) who is expected to perform 15% or more of the total dollar value of work ordered under this BPA. Significant subcontractors must hold an appropriate GSA schedule. Individual contractors who are non-GSA schedule holders may perform as a subcontractor to the prime or a subcontractor listed in Attachment 5B, at the rates identified in Attachment 5B, as long as they perform less than 15% of the cumulative total dollar value of work ordered under this BPA. Once the cumulative dollar value of performance meets or exceeds 15%, they become *significant* subcontractors and must hold a GSA schedule. See paragraph (H) below. Additionally, 80% of the cumulative total dollar value of the work ordered under this BPA must be performed by GSA schedule holders.

2. This BPA may be modified to include additional labor categories over and above those initially listed in the BPA at the Government's discretion.

(H) ADDITION OR DELETION OF SUBCONTRACTORS TO ATTACHMENT 5B:

Attachment 5B may be modified, at the Government's discretion, to add or subtract subcontractors over and above those listed at award. Additional subcontractors must hold a GSA schedule. The prime contractor shall request such additions or deletions in writing. The Government will evaluate the contractor's request and incorporate or delete subcontractors via unilateral modification to this BPA. All subcontractors shall perform at or below the labor category rate listed in attachment 5B.

(I) RIGHTS/GUARANTEES:

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the ordering office (otherwise the Government) to solicit or issue a task order. The ordering office reserves the rights to issue no solicitations, and no task order awards under this BPA.

(J) BPA TERMINATION:

The ordering agency may terminate this BPA at any time by providing at least 30 days written notice by the OAPCO to the contractor. The contractor, with the written consent of the OAPCO may terminate this BPA upon at least 30 days written notice to the OAPCO. The parties understand that termination of the BPA does not constitute termination of any impending task order (task order in which the contractor has submitted an otherwise acceptable proposal and selected for award) or active task order issued prior to this the termination notice. Pending task orders or active task order can only be terminated in accordance with termination provisions set forth in the FSS contract.

(K) SUBCONTRACTING LIMITATIONS:

FAR 52.219-14 is included in this BPA. The requirements of this clause may be satisfied by aggregating the personnel costs of the prime contractor (BPA holder) and its small business subcontractors performing orders under the BPA, provided these small business subcontractors have entered into a teaming arrangement with the prime that satisfies the requirements of FAR Subpart 9.6. The contractor shall provide a quarterly status report documenting compliance with this provision under CDRL A002. Non-compliance with the terms of this provision may render the contractor ineligible for future awards under this BPA. The contractor agrees that it will not subcontract the performance of any task orders issued under this BPA to a subcontractor not identified in Attachment 5B without the consent of the OAPCO.

(L) CERTIFICATE OF SERVICE:

The contractor shall submit, within two months following the month of performance, a monthly Certificate of Service (COS) for authorized expenditures and support. The Certificate of Service shall be provided directly to each respective Task Order customer for certification by the Functional Area Evaluator (FAE). The contractor shall provide the Certificate in the format specified in the sample Certificate of Service (Attachment 6 of basic BPA). If the Contractor's format includes all of the information in Attachment 6, that format is acceptable. If an invoice is submitted as a Certificate of Service, the invoice, in this application, will not be received, nor applicable for prompt payment purposes. The Certificate of Service shall include the negotiated labor classification assigned to this contract and the number of person-hours worked by each negotiated labor classification for the calendar month. The Certificate of Service shall also list the items of cost incurred in accordance with the respective Contract Line Item Number (CLIN). Following certification by the FAE, the contractor shall provide a copy of the signed Certificate of Services to the A&AS Program Office (ASC/CXC), attn. of the respective CXC Program Manager.

(M) OFF-DUTY EMPLOYMENT

The Contractor shall not employ any person who is an employee of the United States Government, either civilian or military, without assuring that the employee has complied with DOD 5500.7-R, Joint Ethics Regulation or appropriate Department Regulation pertaining to off-duty employment for Government personnel.

(N) GOVERNMENT DOWN TIME:

1. From time to time, the Government (The Installation Commander or designee) may decide to close all or part of the Government installation in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of

God such as a tornado or earthquake, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.

2. The contractor shall be officially dismissed upon notification of closure in accordance with paragraph 4 below. The contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.

3. With regard to work under the contract, the Government shall retain the following options

a. The Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds and period of performance limitations.

b. The Government may forego the work. The contractor will not be paid for work not performed.

c. The Government may reschedule the work on any day satisfactory to both parties.

d. The Government may, in its discretion, permit the contractor to perform only at the contractor's facility during the period of installation closure if work within the scope of the task order can be accomplished. This work must be authorized by the prime contractor responsible for the effort. Notify the OAPCO within 5 business days of return to work regarding the nature and scope of the work completed at the contractor's facility. If approved, the contractor shall be permitted to bill the Government at the labor rates identified in the contract.

4. Government Installation Closure Notification Procedures:

a. After an official decision to close the installation has been made by the responsible Government representative, the local radio and television stations shall be notified of the closure.

b. The Contractor is directed to listen to or watch one of the local radio or television stations for notification of installation closures and delays. Unless otherwise notified by the OAPCO, the contractor should follow instructions intended for non-essential personal.

c. The contractor will not receive any other form of notification of installation closure from the Government. The contractor is responsible for notification of his or her employees and arrangement for any work off-Government site as described in 3.d. above.

5. If the decision to close all or part of the installation is made during the duty day, and the installation Commanders' decision is transmitted through official notification channels, the contractor shall follow the instructions as given. Contractor personnel shall notify their task monitor and act in accordance with the task monitor's instruction.

6. Government Installation Closure Due to Non-Emergencies: The Installation Commander may elect to close all or part of the installation for non-emergency reasons such as a time-off award, base open house, etc. In the event of a non-emergency installation closure, the OAPCO, Program Office FAE and the Contractor Task Leader shall choose a course of action within the following options:

a. If there is a need for the service during installation closure and a Government employee will be present, contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract.

b. If there is a need for work during installation closure but either a Government employee will not be present or access will not be available, the contractor may work at the contractor's facility provided meaningful work may be accomplished. The contractor shall certify to the Government by letter within 5 business days of returning on-site the nature and scope of the work completed. The contractor shall bill the Government at the labor rates specified in the contract.

c. If there is no need for the service during the scheduled installation closure, the contractor shall not work on or off-site. Government may grant a time extension in each task order delayed by the closure equal to the amount of time of the closure, subject to the availability of funds and period of performance limitations.

(O) EXPIRATION DATE:

1. This BPA expires five years after the award date provided the prime Contractor holds a current GSA 871 schedule. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The terms of this BPA shall govern the contractor's and the ordering agency's rights and obligations with respect to that task order to the same extent as if the task order were completed prior to the expiration of the BPA.

2. The contractor shall not enter into a task order or respond to a solicitation in which the performance of such is based on an expired GSA schedule.

(P) FOLLOW-ON TASK ORDERS:

In the interest of economy or efficiency the OAPCO reserves the right to issue "non-competitive" follow-on orders, for similar work requirements, to any task order already issued under this BPA. The contractor hereby agrees that the OAPCO's decision to issue follow-on orders (or not to issue follow-on orders) is not grounds for protest, disputes or appeals.

(Q) GUARANTEED FINAL REPORT:

If the Contractor is unable to complete an entire effort as specified in a Task Order because cost of completion would exceed funds allotted to that order, the Contractor agrees as follows, consistent with the Limitation of Government's Obligation (LOGO) (DFARS 252.232-7007) clause of this contract but notwithstanding any other clause of this BPA or the FSS contract: The Contractor agrees to redirect work on that task to completion of a Final Report, as stipulated in the Task Order SOW covering that work, in sufficient time to guarantee completion of the Final Report prior to the time when the Contractor is no longer obligated to continue work under the LOGO clause.

(R) GOVERNMENT FURNISHED PROPERTY:

The Government shall furnish to the contractor for use in the performance of this BPA the property set forth below in accordance with the requirements of FAR 52.245-5 entitled, "Government Property (Cost Reimbursement, Time and Material or Labor Hour Contracts)" clause hereof:
"GFP to be identified in the individual task order"

(S) OPERATING LOCATIONS:

Operating locations (OLs) are listed in Attachment 1. OL labor category pricing will be determined by applying the pricing index associated with each location to the applicable Wright-Patterson AFB labor category price contained in Attachment 5B. The Government will establish an annual pricing index for each operating location from data gathered from the DataMasters web site (<http://www.datamasters.com>) at the beginning of each calendar year. You will be notified of those indices via unilateral modification to this BPA.

(T) BPA CLAUSES:

1. All references to Contracting Officer (CO) or Procuring Contracting Officer (PCO) throughout the text of the following clauses shall be construed as a reference to the "OAPCO."
2. All references to "contract" throughout the text of the following clauses shall be construed as a reference to this "BPA."

I. CLAUSES INCORPORATED BY REFERENCE:

Federal Acquisition Regulation Clauses

- | | |
|-----------|--|
| 52.204-2 | SECURITY REQUIREMENTS (AUG 1996) |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING (DEC 1996) |
| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) [ASTERISK (*) ANNOTATION DENOTES
"ZERO"] |
| 52.228-5 | INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| 52.228-7 | INSURANCE LIABILITY TO THIRD PERSONS (MAR 1996) |
| 52.232-20 | LIMITATION OF COST (APR 1984) |
| 52.232-22 | LIMITATION OF FUNDS (APR 1984) |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR
REGISTRATION (MAY 1999) |
| 52.242-15 | STOP WORK ORDER (AUG 1989) |
| 52.244-2 | SUBCONTRACTS (AUG 1998)
Paragraph (k) fill-ins: |
| 52.245-5 | GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-
HOUR CONTRACTS (JAN 1986) |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES (FEB 1997) |

II. Full Text Clauses:

1. Federal Acquisition Regulation Clauses

- 52.232.-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>
(End of Clause)

2. Defense Federal Acquisition Regulation Supplement Clauses

- 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) *_through *_are incrementally funded. For these item(s), the sum of \$*_of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently

allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract
(month) (day), 200x
(month) (day), 200y
(month) (day), 200z

\$ *
\$ *
\$ *
\$ *

(End of Clause)

Asterisk (*) annotation denotes: "To be determined in the respective task order."

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).
- (2) The following statement:

This order is placed under written authorization from _____ dated _____ . In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

- (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to

terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of Clause)

3. Air Force Federal Acquisition Regulation Supplement Clauses

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)

Thirty days before the date contractor operations will begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

(a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(b) The contract number and military contracting command;

(c) The highest classification category of defense information to which contractor employees will have access

(d) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

(e) The date contractor operations will begin on base in the U.S. or in the overseas area;

(f) The estimated completion date of operations on base in the U.S. or in the overseas area; and

(g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(End of clause)

5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed:

(a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and verification of emission testing to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.
(End of clause)

4. Air Force Material Command (AFMC) Federal Acquisition Regulation Supplement Clauses

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST, ALTERNATES I, II, III, IV, V, VI (JUL 1997)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

(i) The Contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The Contractor shall not furnish these items to the DoD, either as a prime or subcontractor, for the duration of the initial production contract plus 3 years.

(ii) The Contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring services, a system, or a major component of the systems (the specific service, system or major component of a system will depend on the nature of task order support) or provide material leading directly, predictably, and without delay to such a work statement. The Contractor may not supply the services, the system, or the major components of the system for the duration of the initial production contract plus 3 years as either the prime or subcontractor unless it becomes the sole

source, has participated in the design or development work, or more than one Contractor has participated in preparing the work statement.

(iii) The Contractor shall participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for a period of three years after the expiration of this agreement. This does not apply to other technical evaluations concerning the system.

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to

(1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and

(2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

(c) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(d) The Contractor agrees to accept and to complete issued delivery orders, provided that no new organizational conflicts of interest are created by the acceptance of that order. The Contracting Officer shall identify the organizational conflict of interest in each order. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(e) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of Clause)

5352.227-9000 EXPORT CONTROLLED DATA RESTRICTIONS, ALTERNATE I (JUL 1997)

(a) For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person; and

(b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment,

or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, *National Industrial Security Program Operating Manual (NISPOM)*).

(e) If the Contractor has not complied with the ITAR, as applicable:

(1) and is a foreign company located in its own country, no subcontract(s) shall be awarded outside that foreign country and only citizens of its country or the U.S. shall be employed to work under this contract,

(2) and is a foreign-owned, controlled, or influenced company located in the U.S., no subcontract(s) shall be awarded outside the U.S. and only U.S. citizens shall be employed to work under this contract.

(End of Clause)

5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (JUL 1997)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance -- Work on a Government Installation, and/or 52.228-7, Insurance -- Liability to Third Persons.

(End of Clause)

5352.237-9000 EMPLOYEE QUALIFICATION (JUL 1997)

The Contractor shall assign employees to this contract who possess the qualifications required by the contract. To substantiate the employees' qualifications, the Contractor shall submit a resume to the Contracting Officer for each employee performing services during the term of the contract. The resumes shall be delivered to the Contracting Officer within the first week that the employee performs services under the contract or prior to the first billing for services performed by the employee, whichever date is the earlier. The hourly rate billed by the Contractor for an employee who does not meet the required qualifications may be unilaterally adjusted downward to a wage rate that the Contracting Officer determines to be appropriate. If the Contractor has already received payment, the Contracting Officer may make adjustment on the next invoice or require repayment by the Contractor.

(End of Clause)

5352.237-9001 CONTRACTOR IDENTIFICATION (JUL 1997)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of Clause)

5352.237-9002 CONTRACT HOLIDAYS (JUL 1997)

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays:

- (1) New Year's Day
- (2) Martin Luther King Jr. Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas Day

(End of Clause)

5352.245-9004 BASE SUPPORT, ALTERNATE I (JUL 1997)

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided (the list of installations will be provided in the individual task).

(f) The Government support to be furnished under this contract is (insert list of support items). Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through

any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

(End of Clause)

5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (JUL 1997)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the purchasing office copy to:

ASC/CXCY

Bldg. 16, Room 129

2275 D. Street

Wright-Patterson AFB, OH 45424-7233

(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to: (address will be provided in the individual task order).

(3) Additional distribution of DD Forms 250 is to be made to the following address(es): ("TBD")

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.

(End of Clause)

CONSOLIDATED ACQUISITION OF PROFESSIONAL SERVICES (CAPS)
BLANKET PURCHASES AGREEMENTS (BPAs)
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